BOMBAY ACT No. LXII OF 1950.[1]

[THE BOMBAY WATWA VAZIFDARI RIGHTS ABOLITION ACT, 1950]

[*24th April 1951*]

An Act to abolish the Vazifdari rights in the village of Watwa in the Daskroi taluka in the District of Ahmedabad.

WHEREAS the management of the village of Watwa in the Daskroi taluka in the District of Ahmedabad was entrusted by Government to Sayad Baramiya, Chief Vazifdar and the other Sayad Vazifdars on certain conditions under an agreement; Whereas the period of the last of such agreement expired in the year 1919-20; Whereas thereafter the management of the village was continued with the Vazifdars; Whereas in the year 1949 the Government of Bombay resumed the management of the said village, but whereas after the resumption the Vazifdars continue to hold certain rights in the said village;

AND WHEREAS it is necessary and expedient in public interest to abolish the said rights; It is hereby enacted as follows:—

Short title and commencement.

1. (*1*) This Act may be called the Bombay Watwa Vazifdari Rights Abolition Act, 1950.

(*2*) It shall come into force on such date as the State Government may by notification in the *Official Gazette* specify.

Definitions.

2. In this Act, unless there is anything repugnant in the subject or context,—

(*a*) "Vazifdar" means Sayad Baramiya, Chief Vazifdar of the village of Watwa in the Daskroi taluka in the District of Ahmedabad or any of the Sayad descendants of Sayad Kudba Alum recognized as Vazifdars under the Vazifdari agreement;

(*b*) "Vazifdari agreement" means the agreement set out in the Schedule appended to this Act.

Abolition of Vazifdari rights.

3. With effect from and on the date on which this Act comes into force,—

(*a*) all Vazifdari rights in and with respect to the village of Watwa in the Daskroi taluka in the District of Ahmedabad legally subsisting on the said date shall be deemed to have been abolished;

(*b*) in particular, no Vazifdar or any person claiming through or under him shall be entitled to any of the following rights to which he may have been entitled under article XVIII of the Vazifdari agreement, namely:—

(*i*) three annas in every nineteen annas of the net collections of the land revenue on cultivated lands in the village of Watwa;

(*ii*) Bagayat Kassar on wells sunk by the Vazifdars;

(*iii*) the profit on trees, that is, six-annas share from fruit bearing trees.

[1] For Statement of Objects and Reasons, *see Bombay Government Gazette*, 1950, Part V, page 433.

Method of compensation on the abolition of Vazifdari rights.

4. (*1*) If a Vazifdar or any other person claiming through or under him is aggrieved by any of the provisions of this Act, as extinguishing or abolishing any of his rights under the Vazifdari agreement, the Vazifdar or such person may apply to the Collector for compensation.

(*2*) Such application shall be made, in the form prescribed by rules made under this Act, within six months from the date on which this Act comes into force.

(*3*) The Collector shall after holding a formal inquiry in the manner prescribed by the Bombay Land Revenue Code, 1879, determine the amount of such compensation and the apportionment, if necessary, among the co-sharers entitled to it and shall make an award accordingly: Bom. V of 1879.

Provided that the amount of compensation for the abolition of such rights mentioned in clause (*b*) of section 3 shall not exceed three times the average of the amount proved to have been realised annually by the Vazifdar or such person during five years immediately before the date on which this Act comes into force in respect of his share:

Provided further that in determining the amount of compensation for any other right proved to have been abolished by the provisions of this Act, the Collector shall be guided by the provisions of sub-section (*1*) of section 23 and section 24 of the Land Acquisition Act, 1894. I of 1894.

Appeal against the Collector's award.

5. (*1*) Any person aggrieved by the award of the Collector may appeal to the Bombay Revenue Tribunal constituted under the Bombay Revenue Tribunal Act, 1939. Bom. XII of 1939.

(*2*) In deciding appeals under this section, the Bombay Revenue Tribunal shall exercise all the powers which a Court has and follow the same procedure which a Court follows in deciding appeals from the decree or order of an original Court under the Code of Civil Procedure, 1908. V of 1908.

Limitation.

6. Every appeal made under this Act to the Bombay Revenue Tribunal shall be filed within a period of sixty days from the date of the award of the Collector. The provisions of sections 4, 5, 12 and 14 of the Indian Limitation Act, 1908, shall apply to the filing of such appeal. IX of 1908.

Court fees.

7. Notwithstanding anything contained in the Court-fees Act, 1870, every appeal made under this Act to the Bombay Revenue Tribunal shall bear a court-fee stamp of such value as may be prescribed by rules made under this Act. VII of 1870.

Finality of award of Collector and decision of Revenue Tribunal.

8. The award made by the Collector subject to an appeal to the Bombay Revenue Tribunal and the decision of the Bombay Revenue Tribunal on the appeal shall be final and conclusive and shall not be questioned in any suit or proceeding in any Court.

Inquiries and proceedings to be judicial proceedings.

9. All inquiries and proceedings before the Collector and the Bombay Revenue Tribunal under this Act shall be deemed to be judicial proceedings within the meaning of sections 193, 219 and 228 of the Indian Penal Code. XLV of 1860.

Rules.

10. The State Government may, by notification in the *Official Gazette*, make rules for the purposes of carrying out the provisions of this Act. Such rules shall be subject to the condition of previous publication.

SCHEDULE.

MEMORANDUM of an agreement made and concluded on the 15th day of July 1898 between the Secretary of State for India on the one part and Syad Barra Meea, chief Wazifdar of the village of Watwa in the Daskroi Taluka of the Ahmedabad District and the whole body of Syad Wazifdars (collectively and individually) having shares in the said village of Watwa for himself and themselves and his and their heirs and assigns, on the other part, through P. J. Mead, Esquire, Acting Collector of Ahmedabad.

The name and designation "Barra Meea" used throughout this agreement shall be understood to mean the chief Wazifdar or head of Syad community; and the word "Wazifdar" shall include the whole body of Syads, descendants of "Kudba Alum," their heirs and successors, co-sharers with the said Barra Meea or chief Wazifdar for the time being.

ARTICLE I.

The Secretary of State for India hereby entrusts the management of the said village of Watwa (exclusive of the alienated lands as entered in the appended list) to the said Barra Meea, Wazifdar, for himself and on the part of the Wazifdars for 21 years, being the full unexpired portion of the Revenue Survey lease in the taluka Daskroi (that is to say,) from 1898-99 A.D. (that is, Samvat 1955) to 1919-20 A.D. (that is, Samvat 1976), on the conditions below recorded.

ARTICLE II.

The amount of the annual jamabandi to be paid to Government by the said Syad Barra Meea is fixed at Rs. 9,500 (nine thousand and five hundred rupees) only.

ARTICLE III.

The Barra Meea hereby agrees to pay the amount of jamabandi fixed in Article II of this agreement in two equal instalments. The first instalment to be paid on the 20th January and the second on 20th March. The whole of the Local Fund to be paid along with the first instalment.

In default of Barra Meea paying the said jamabandi, such of the said co-sharers as may be present and able, or his or their heirs, will make the payment without any pretence to remission on account of the responsibility of co-sharers. In case the said Barra Meea or his co-sharers, or his or their heirs, as assigns, should fail to do so, Government may adopt the measure for the collection of the revenue as prescribed by the Land Revenue Code and in any other Regulations and Acts which have been or may be passed, and he and the other co-sharers and his and their heirs and assigns will abide by the same, and in default of due payment being made by the parties aforesaid, or by any one of them, Government may resume the management of the said village without any objection on the part of Barra Meea or the Wazifdars or any other person on their behalf.

ARTICLE IV.

The whole of the water assessment imposed by the Revenue Survey Department on land watered from wells or on wells independent of any land they may water, shall be enjoyed by the said Syad Barra Meea and the Wazifdars, and if water is taken on land not charged with water assessment from a well in respect of which water assessment is leviable, then water assessment shall be chargeable on such land.

In respect of wells which have fallen into disuse and in respect of which water assessment has been imposed, the Syads shall, within two years, from the 1st August 1898, put the well into such a state of repair that it shall be capable of holding water and supplying water for irrigation : provided (1) that rubbish which may have accumulated in the well shall be taken out at the expense of the cultivator, (2) that the mathalun shall be made at the expense of the cultivator. If the Syads fail so to put a disused well into repair within two years from the 1st August 1898, the water assessment imposed on account of such well on all lands charged to water-rate on such account shall be cancelled.

After two years from the 1st of August 1898, that is, after the 1st of August 1900, the responsibility of keeping in good repair wells in use at that date shall lie on the cultivators and no deduction shall be made from the water rate imposed on account of such wells on the ground of their falling into disrepair after that date.

Claims to have wells put in good repair must be made within one year from the 1st April 1898 to the Collector or Assistant Collector, who will give due notice to the Barra Meea or Wazifdars, and no attention will be made to any petition for remission of water-rate on account of wells being in disuse made subsequently to 1st August 1898 unless claim to have the well put into good repair has been made before 1st April 1899.

All applications for remission on account of a well having fallen into disrepair should be made within one year from the 1st August 1900, and no attention will be paid to any petition made subsequently to that date.

ARTICLE V.

If any of the unoccupied land be at any time hereafter applied for cultivation, Barra Meea should, with consent of the Mamlatdar of Daskroi Taluka, give it for cultivation.

The rights to trees should remain as at present. (*Note.*—The present practice is stated to be—Pagi $\frac{1}{4}$; $\frac{3}{8}$ Syad ; $\frac{3}{8}$ cultivator.)

ARTICLE VI.

That (27 acres 36 gunthas) twenty-seven acres and thirty-six gunthas of land shall be held free of all assessment by Syad Barra Meea for the full term of this agreement on account of the " Durgah " in the said village of Watwa. He should receive a Devasthan Sanad for the land.

ARTICLE VII.

The Collector will appoint a Talati for the village on Barra Meea's nomination; but Barra Meea shall not discharge a Talati once appointed without the consent of the Collector first obtained; and the said Talati shall be amenable to all the penalties prescribed for Revenue and other officers by the Regulations and Acts of Government, present and prospective.

ARTICLE VIII.

All the village servants useful to Government shall be paid by Government as per appended list.

ARTICLE IX.

The said Barra Meea and his co-sharers will respect the rights and privileges and acknowledge the position of all Patels, Matadars, and other hereditary village officers in the same way as they are respected by the Collector in Khalsa villages.

ARTICLE X.

The revenue will be collected by Barra Meea through the Talati and Revenue Patel from cultivators as in Khalsa villages. The rules respecting receipts obtaining in Khalsa villages are to be observed by the village officers.

ARTICLE XI.

In letting out waste land for cultivation entire Revenue Survey numbers only shall be let; parts of numbers shall on no account be let.

ARTICLE XII.

The proprietors, Barra Meea and Wazifdars, of lands will take rent from the cultivators according to the rates fixed by the Survey, and on letting out lands for cultivation the occupancy price shall be the property of the proprietors (the Barra Meea and Wazifdars). On cultivators transferring their occupancies, nothing in this agreement shall be held to prevent the Barra Meea or Wazifdars from taking any customary due or exercising any customary right.

ARTICLE XIII.

The accounts shall be kept and statistics prepared by the Talati in the manner prescribed from time to time by the Collector, and shall be produced whenever required by Government officers.

ARTICLE XIV.

For the due apportionment of the co-sharers' respective shares and for keeping the accounts of the same, the said Barra Meea is alone responsible to the co-sharers. Government have no responsibility whatever therein.

ARTICLE XV.

The papers, records and orders which may be given by Government, and all the papers which may be in the possession of the Syad Barra Meea respecting the management of the village, shall be made over to the successors of Barra Meea with the management, and shall be produced whenever required by Government.

ARTICLE XVI.

The Barra Meea and Wazifdars will take care that the boundary marks made by the Revenue Survey Department are kept in good repair according to the rules in the khalsa villages, and will duly attend to the orders which may be issued relative to their inspection and the transmission of reports respecting them.

ARTICLE XVII.

The said Barra Meea and Wazifdars will act according to the stipulations contained in the foregoing articles. If they or any of their successors should act in opposition to any of the articles of this agreement, or deviate therefrom in any way, or omit to do anything which by this agreement should be done, then this agreement may be cancelled by the Governor in Council, and the management of the village may be resumed ; and the said Syad Barra Meea, Wazifdars or his or their successors shall have no claim on Government for any loss owing to such resumption.

ARTICLE XVIII.

In event of such resumption or in event of the said Syad Barra Meea or his successors voluntarily withdrawing from this agreement, Government will manage the village as may seem best to them, and the Syad Barra Meea and the Wazifdars and his and their successors will have no claim under such management on the lands or revenues of such village, or any of the profits of the same other than the former accustomed profits on trees, the Bagayat Kassar on wells sunk by the said Barra Meea and the Wazifdars or their ancestors, and three annas in every nineteen annas of the net collections of revenue on cultivated lands in the said village of Watwa.